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OF THE AIR FORCE**

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Services

**COMMERCIAL SPONSORSHIP
AND SALE OF ADVERTISING**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This instruction provides guidance and procedures for operating an effective Commercial Sponsorship Program for Morale, Welfare, and Recreation (MWR) elements of Force Support Squadron (FSS) programs at the installation, major command (MAJCOM), and Air Force Services Agency (AFSVA). It defines unsolicited and solicited sponsorships, outlines the procedures for obtaining and implementing them, describes their limitations and benefits to MWR programs, and establishes approval and reporting procedures. Additionally, it provides guidance for the purchasing and sale of Nonappropriated Fund (NAF) advertising. This instruction is only applicable to the Air National Guard upon mobilization. This publication may be supplemented at any level, but all supplements must be routed to the Office of Primary Responsibility (OPR) of this publication for coordination prior to certification and approval. Refer recommended changes and questions about this publication to the OPR using AF Form 847, *Recommendation for Change of Publication*; route AF Form 847s from the field through the appropriate functional's chain of command. Ensure all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual (AFMAN) 33-363, *Management of Records*, and disposed of in accordance with the Air Force Records Disposition Schedule (RDS) located at <https://www.my.af.mil/afrims/afrims/afrims/rims.cfm>.

SUMMARY OF CHANGES

This revision merges the guidance previously provided in AFI 34-407, *Air Force Commercial Sponsorship Program* and AFMAN 34-416, *Air Force Commercial Sponsorship and Sale of NAFI Advertising Procedures*. It corrects references to AF/ILV to AF/A1S and other

organizational references, which are the result of Services merger with Mission Support to form the Force Support Squadron (FSS). It expands the guidance to include the process for accepting gifts to the NAFI, updates references to Commerce Business Daily to the now accepted entity, Fed Biz Opps. Additionally, the guidance more closely follows the flow for executing a program and correctly refers to the current method for tracking sponsorship. This publication applies to the FSS and pre-merger Services squadrons as well as any new flight/division/branch names associated with the merger at installation or higher headquarters levels.

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Chapter 1

OBJECTIVES AND RESPONSIBILITIES

1.1. Commercial sponsorship refers to the act of a civilian enterprise providing support to help finance or provide enhancements for MWR elements of Services activities, events, and programs in exchange for promotional consideration and access to the Air Force market for a limited period of time. Support may take the form of goods, cash, or services. Do not exceed the sponsor privileges identified in this instruction without prior written approval from the Headquarters Air Force Director of Services (HQ USAF/A1S).

1.2. MWR programs should be open to all eligible patrons. However, in accordance with (IAW) AFI 34-262, *Services Programs and Use Eligibility*, "This does not prohibit tailoring unique promotions to major target groups (i.e., families, single personnel, retirees, etc.) as a means of increasing participation."

1.3. Membership drives over extended periods can be treated as events for sponsor support and recognition purposes; however, sponsor displays can only be authorized at specific events during the drive. Sponsorship may support all Category C programs and MWR elements of Air Force Open Houses. Category A and B Appropriated Fund (APF)-funded programs may accept sponsorship, provided the sponsorship:

- 1.3.1. Is for enhancement, expansion, or cost reduction for customers.
- 1.3.2. Is not used to offset standard APF authorized expenses.
- 1.3.3. Offsets costs that would otherwise be funded with NAFs or would remain unfunded. MWR events appropriate for commercial sponsorship do not include routine day-to-day MWR management and overhead.

1.4. Commercial sponsorship will be either unsolicited or solicited and applies only to FSS activities, events, or programs defined as MWR. Other sections of FSS as well as other Air Force organizations, units, private organizations, or unofficial activities or organizations are not authorized to use commercial sponsorship nor may they partner with an MWR program to gain access to sponsorship benefits. **Note:** They may accept gifts and donations (see AFI 51-601, *Gifts to the Department of the Air Force*, or AFI 34-201, *Use of Nonappropriated Funds (NAFs)*, as appropriate, for gifts or donations to Air Force NAFIs). See AFI 34-223, *Private Organizations (PO) Program*, for additional guidance.

1.5. A sponsor may be given advertising in FSS media sources at no cost as part of the sponsorship agreement, provided the benefit is included in the agreement and there is compliance with procedures defined in paragraph 2. 13. Sponsor ads may include prices of products or services but no comparative pricing. Prices are prohibited on banners, posters, or table tents.

1.6. Responsibilities.

- 1.6.1. Headquarters Air Force Director of Services (HQ USAF/A1S):
 - 1.6.1.1. Establishes commercial sponsorship policy.
 - 1.6.1.2. Reviews, approves, and/or disapproves requests for waivers to this instruction.

1.6.1.3. Reviews, approves, and/or disapproves any requests for sponsor corporate advertising benefits.

1.6.1.4. Approves sponsorship offers and accepts donations to the Air Force Central MWR NAFI valued at more than \$100,000.

1.6.1.5. Reviews, approves, and/or disapproves commercial sponsorship plan for MWR events at an open house, which may include a specific commercial sponsorship agreement for civilian aerial acts/displays at the open house IAW AFI 10-1004, *Conducting Air Force Open Houses*.

1.6.2. Air Force Services Agency (AFSVA) Commander:

1.6.2.1. Plans, organizes, directs, and controls the Department of Defense (DoD) MWR Commercial Sponsorship Program for the Air Force.

1.6.2.2. Approves and/or disapproves and accepts all sponsorship provided to the Air Force Central MWR NAFI valued at \$100,000 or less.

1.6.2.3. Approves and/or disapproves and accepts sponsorships valued at \$100,000 or less for Air Force-wide programs and those involving multiple MAJCOMs.

1.6.2.4. Appoints commercial sponsorship program specialists in AFSVA Marketing for Air Force commercial sponsorship and advertising concerns.

1.6.3. Headquarters Air Force Services Agency, Strategic Marketing, Research and Analysis Branch:

1.6.3.1. Drafts Air Force Instructions, Manuals, periodic guidance, and plans for securing and applying commercial sponsorship and advertising Air Force-wide.

1.6.3.2. Reviews, coordinates, staffs, and forwards sponsorship agreements and donation offers from MAJCOMs and installations valued over \$100,000 per paragraph **1.6.1.4**.

1.6.3.3. Develops sponsorship proposals, secures sponsorship support, and executes sponsorship benefits for AFSVA central programs.

1.6.3.4. Maintains training curriculum for MAJCOM and installation program managers.

1.6.3.5. Monitors compliance with this instruction at MAJCOM/installation levels.

1.6.3.6. Maintains annual OGE 450, Confidential Financial Disclosure Report, as required by Legal Office Ethics Counselor.

1.6.4. MAJCOM Commanders:

1.6.4.1. Approve and/or disapprove sponsorships and donations of \$5,000 through \$100,000 and may delegate approval authority of same for up to \$50,000 to MAJCOM/Vice Commander (CV), Chief of Staff, or MAJCOM Chief of Services (A1S), and up to \$25,000 to an installation commander.

1.6.5. MAJCOM/A1S:

1.6.5.1. Approve and/or disapprove commercial sponsorship agreements (CSAs) and donations per delegated authority.

1.6.5.2. Review, approve, and/or disapprove agreements for active displays of sponsor's products such as test drives of cars or demonstrations of exercise equipment, etc.

1.6.5.3. Installation Commanders: Control the commercial sponsorship program at installation-level and approve/disapprove sponsorships and donations valued at \$5,000 or less (or other values as delegated by the MAJCOM). Installation commanders may delegate authority for approval/disapproval of sponsorships and donations valued up to \$5,000 to the Mission Support Group (MSG) Commander or FSS Commander/Director.

1.6.6. FSS Commander/Director:

1.6.6.1. Appoints a single point of contact (POC) within the FSS Marketing Department for the installation-level sponsorship and advertising program. Sponsorship POCs should also be designated as the advertising POC to allow for cost-effective application of sponsorship and advertising financial support benefits and formally process gifts to the NAFI IAW AFI 34-201.

1.6.6.2. Administers sponsorships in a cost-effective and beneficial manner.

1.6.6.3. Assures FSS MWR programs and facility managers use sponsorships properly.

1.6.6.4. Reviews all sponsorship proposals and agreements.

1.6.7. Installation and MAJCOM/AIS Commercial Sponsorship Manager/Coordinator:

1.6.7.1. Encourages a supportive awareness of sponsorship and advertising opportunities among installation personnel and in the appropriate civilian sector.

1.6.7.2. Develops a sponsorship support plan for MWR activities, events, or programs planned for an open house intended to enhance and/or offset NAF budget requirements. (See AFI 10-1004)

1.6.7.3. Administers unsolicited and solicited sponsorships per **Chapter 2**, and reports results IAW paragraph **2.19**. of this instruction.

1.6.7.4. Creates and manages commercial sponsorship agreements.

1.6.7.5. Maintains annual OGE 450, Confidential Financial Disclosure Report, as required by Legal Office Ethics Counselor.

1.6.8. Legal Officers: Review all sponsorship agreements at their respective levels.

1.6.9. Public Affairs (PA) Officers: Facilitate recognition of sponsors in military media and commercial enterprise publications. Publications may present the facts of the event and mention sponsors by name in the story. PA officers ensure sponsorship agreements do not conflict with PA activities including installation newspapers, etc.

1.6.10. Supporting Contracting Officers:

1.6.10.1. NAF and APF contracting officers coordinate on agreements to ensure solicited or unsolicited offers are not accepted from suspended contractors and that these offers are not in conflict with existing contracts, memorandums of agreement or understanding, or other business agreements. A list of suspended contractors is available at www.epls.gov. Offers must not be detrimental to business relationships between the military and existing

civilian contractors. Memos for the record to document phone conversations or emails verifying coordination are accepted documentation.

1.6.10.2. NAF contracting officer reviews and coordinates on sponsorship agreements for technical sufficiency, completeness, and content. NAF contracting officer ensures each solicitation for sponsorship is properly filed by the commercial sponsorship program manager/coordinator is done so IAW NAF solicitation announcements procedures in Section 7 of this document.

1.6.11. NAF Accounting Offices (NAF AO): Record sponsorship transactions IAW AFI 34-209, *Nonappropriated Fund Financial Management and Accounting*.

1.6.12. Army and Air Force Exchange Service (AAFES) General Managers: Reviews potential sponsors to ensure agreements do not violate existing AAFES business arrangements.

Chapter 2

COMMERCIAL SPONSORSHIP

2.1. Unsolicited Commercial Sponsorship. Unsolicited commercial sponsorship offers must be entirely initiated by the prospective sponsors or their representatives. Air Force personnel will not provide information about specific needs of the FSS MWR program to “encourage” offers.

2.1.1. The FSS generates awareness of commercial sponsorship opportunities for MWR activities, events, and programs. Awareness includes brochures, leaflets, ads in newspapers and trade publications, sponsorship content on web sites, or issuing public affairs-like news releases about the existence and availability of the program. Letters of a strictly nonspecific nature may also be sent to businesses as additional awareness to general advertisements.

2.1.1.1. Commercial sponsorship program materials may highlight the overall MWR program or identify general activities such as bowling, golf, youth programs, and carnivals.

2.1.1.2. Materials may not refer to specific shows, events, or dates other than to depict examples of previous events. If examples include previous sponsors, written permission from the sponsor must be obtained and disclaimer included.

2.1.1.3. Materials may not solicit sponsors, identify needs, or mention desired dollar amounts.

2.1.2. General information on programs may be provided in installation overview briefings and reports to noncommercial elements of the civilian community (e.g., Chambers of Commerce, civic, and similar private organizations) covering a general range of installation functions, programs, accomplishments, etc.

2.1.2.1. Sponsorship representatives attending trade shows may use general displays and distribute nonspecific guides and fact sheets to participants and potential sponsors.

2.1.2.2. Commercial sponsorship managers/coordinators may respond to inquiries by providing specific program needs and associated details.

2.1.2.3. Any other installation-initiated contacts with potential sponsors to elicit offers are prohibited.

2.1.3. Agreement Procedures. Initial proposals are submitted by potential sponsors.

2.1.3.1. Commercial sponsorship program manager/coordinator:

2.1.3.1.1. Prepares CSA based on offer using the approved template at [Attachment 2](#). No changes to the template are authorized unless approved by AFSVA/SVK.

2.1.3.1.2. Contacts applicable AAFES general manager and contracting offices to ensure the proposed offer does not conflict with any existing or pending contracts or other working agreements.

2.1.3.1.3. Submits agreement to the servicing Judge Advocate (JA) to determine it to be legally sufficient. The FSS Commander/Director is also made aware of the sponsorship offer.

2.1.3.1.4. Following JA approval, agreement is signed by the NAFI representative (commercial sponsorship program manager) and the sponsor. Lastly, the CSA is signed by the Air Force approving authority as specified in [Chapter 1](#).

2.1.3.1.5. The sponsor, commercial sponsorship manager/coordinator, and the appropriate Air Force approval authority must sign the final agreement prior to providing sponsor recognition in support of the activity, event, or program.

2.1.4. Agreement Parameters.

2.1.4.1. Sponsorship is accepted on behalf of the NAFI to which it is offered, not by the installation for any other entity.

2.1.4.2. Agreements are for a specific MWR activity(s), event(s), or program(s) and may not exceed one year in duration.

2.1.4.3. The period covered by the original agreement and any annual renewals cannot exceed five years.

2.1.4.4. Sponsors may be granted rights of first refusal for a subsequent year as an option for renewal. Rights are for the next one-year period. Renewals may or may not be exercised and are solely at the discretion of the NAFI.

2.2. Solicited Commercial Sponsorship Program. This program is the responsibility of the Commercial Sponsorship Program manager/coordinator. The program is the only authorized process for soliciting support for approved activities, programs or events that can be defined as MWR elements of an FSS. The principles of Government Standards apply to commercial sponsorship. Any actions that create the appearance of soliciting gratuities for personal benefit, or obtaining commercial sponsorship from DoD contractors as a condition of doing business, must be avoided. Sponsorship agreements may not include any form of rebate, percentages of sales, or sales increases. Sponsorship based on an amount of sponsor products sold cannot be accepted.

2.2.1. Solicitation Process. Solicitation results from the development of a sponsorship support plan. The plan includes the enhancements or expenses being sought to support the activity, event or program, a promotional plan indicating recognition of sponsors, a list of prospective sponsors, and where the solicitation announcement will be placed.

2.2.2. Solicitation Announcement. Solicitations are part of the procurement process, and must be done competitively and sent to the maximum number of potential sponsors in a specific product category (except alcohol related companies or defense contractors) after an initial solicitation announcement has been made. Take reasonable steps to inform the maximum number of potential sponsors by announcing solicitations in one or more of the following: Fed Biz Opps, <http://www.fedbizopps.gov>, local newspapers, Chamber of Commerce newsletters, or other appropriate business community publications.

2.2.2.1. Solicitation announcements must include the following statement: “This is a solicitation for commercial sponsorship by a Nonappropriated Fund Instrumentality of the United States Government. It does not obligate appropriated funds or nonappropriated funds of the Government.”

2.2.2.2. Sponsorship may not be solicited from alcohol companies, or military systems divisions of defense contractors; however, unsolicited sponsorship from them may be

accepted when approved at the discretion of the commanding authority (i.e., the commanding authority at the installation would be the installation commander, at Joint Base it would be the Joint Base Commander, at a MAJCOM it would be the MAJCOM commander, etc.).

2.2.2.3. Solicitation announcements for multiple events are permitted providing all individual solicitation packages are reviewed and approved by designated individuals. Announcements for multiple events must communicate that separate offers are required for each event.

2.2.3. Solicitation packages will include: a cover letter stating objective synopsis of the enclosed information, an executive summary detailing the base mission, population, and economic impact, an activity, event or program overview, sponsorship benefits, sponsorship sought, sponsorship rate associated with providing needs, point of contact information, deadline(s) for response, and a blank CSA.

2.2.4. Responses to Solicitations: Evaluate prospective sponsors' proposals on a best-value basis.

2.2.4.1. Offers from alcohol and defense contractors are evaluated along with other responses to a solicitation and may be accepted as unsolicited offers.

2.2.4.2. Companies which solely manufacture or distribute alcoholic beverages or related products must certify in the CSA that they have sponsored similar events in a civilian community (reference [Attachment 2](#)).

2.2.5. Agreement Procedures: Commercial sponsorship manager/coordinator prepares a CSA according to the agreed upon negotiated details using the approved template at [Attachment 2](#).

2.3. Sponsorship Privileges.

2.3.1. Event publicity, programs, and promotional materials must adhere to the following guidelines:

2.3.1.1. Neither the sponsor's name nor its products or services may appear in the event title along with the name of the FSS activity, installation, command, Air Force, or any other part of the Federal Government.

2.3.1.2. The line above or below the title may identify the sponsor (e.g., "XYZ Air Force Base and ABC Corp., present, (next line) "The Firecracker 5K" when support is substantial, or "The Firecracker 5K," next line "sponsored in part by (name of sponsor)" when sponsors provide lesser support).

2.3.1.3. Except as specifically stated elsewhere in this AFI, all media and/or promotional materials mentioning the event and the sponsor name and or logo together must include the official disclaimer, "No Federal endorsement of sponsor intended." As a limited exception, a single banner bearing the disclaimer may be used in lieu of disclaimers on each individual banner where all such banners are displayed in a clustered area.

2.3.1.4. Alcohol company/manufacturer sponsors must also provide a "responsible use" campaign logo/message to be included in all promotional materials and in banner form at the event site.

2.3.2. Individual Acts. Titles of individual acts in an entertainment program may name a sponsor (e.g., you may list: “ABC Music Presents Dancing with Rhythm”) as a segment of a larger event.

2.3.3. Public Address Recognition of Sponsors. If public address sponsor identifications are provided at an event, there must be at least one prominent verbal disclaimer, or there must be prominently displayed disclaimers or printed event handouts with disclaimers.

2.3.4. Sponsorship Recognition in FSS Promotional Materials/Mediums.

2.3.4.1. All sponsor recognition must be tied to an MWR activity, event, or program. Post-event recognition will be limited to “Thank you for your support” in ads, monthly publications, web sites, etc. Recognition for sponsors at places, times, unrelated to the activity, event, or program is prohibited.

2.3.4.2. Sponsorship recognition is limited to the sponsor’s name, logo, and/or a brief slogan. Materials may be displayed in appropriate FSS facilities. Materials may also be displayed in AAFES, Defense Commissary Agency (DeCA), and other appropriate on-installation locations with the approval and coordination of AAFES, DeCA, or other appropriate officials. The display time for such materials is determined by the length of the event, program, or activity, the value of sponsorship, and the judgment of the entities.

2.3.4.3. Sponsors may provide event posters and banners identifying the sponsor or its products or services. While all commercial sponsorship signs, banners, etc., must contain disclaimers, normal concession type stands and distribution equipment used by the commercial sponsor do not need disclaimers when they identify the sponsor or its products (e.g., “Brand X Cola”) on the dispenser for cola products.

2.3.4.4. IAW AFI 33-129, *Web Management and Internet Use*, commercial sponsors may be recognized on NAF funded web sites. Limit recognition to page promoting event and a sponsorship opportunities page. Use the approved exit notice when linking to a sponsor’s site, “The appearance of hyperlinks does not constitute endorsement by the U.S. Air Force or the information, products, or services contained therein. For other than authorized activities such as military exchanges and morale, welfare and recreation web sites, the U.S. Air Force does not exercise any editorial control over the information you may find at these locations. Such links provided are consistent with the stated purpose of this DoD web site.”

2.4. Merchandising and Promotions. With the advance written approval of the installation commander, sponsors providing support for an MWR event open to the general public IAW AFI 34-262 may place materials promoting the event and recognizing their sponsorship in local civilian retail outlets or in the local media. Promotional materials and/or displays must include prominent disclaimers. The written approval must:

2.4.1. State the specific time for which the promotion may be executed.

2.4.2. Be approved and have materials inspected by the installation commander or designee.

2.4.3. A sponsor offering support may be granted permission to mention its support in its internal communications or an ad appearing in the local media providing the content is approved by the installation commander with PA endorsement. For MAJCOM or AFSVA programs, approval is AF/A1S.

2.5. Installation Exchange and DeCA Promotions.

2.5.1. Sponsors may conduct promotions (such as sales or distribution of coupons) under the Commercial Sponsorship Program in installation exchanges and commissaries (subject to the agreement of AAFES and/or DeCA) if the sponsors provide benefits from the promotion or additional financial or in-kind support to the MWR program as part of the sponsorship.

2.5.2. Materials used in such promotions may name the sponsor IAW normal procedures and must include the approved disclaimer.

2.5.3. Sponsor products/services may be sold in DeCA, AAFES, or other authorized resale locations. However, agreements for resale in locations other than those belonging to FSS MWR facilities must be made separate from a CSA.

2.6. Event Displays and Booths.

2.6.1. The Air Force permits passive displays of sponsor's product and sampling in booths and designated locations as a benefit of sponsorship. Sponsors may demonstrate and explain their products, but selling is not authorized. The sponsor bears the cost of displays and booth activities.

2.6.2. MAJCOM/AIS may authorize active displays of sponsors' products, such as test drives of cars or demonstrations of exercise equipment, etc.

2.6.3. Sponsors may distribute information, product samples (except alcoholic beverages), and promotional giveaways valued at less than \$20 each. The sponsor must officially transfer samples worth \$20 or more to a NAFI, which can distribute them.

2.6.4. Signing up for additional information on a product or service for purchase consideration is permitted with an opt-in or out option is included.

2.6.5. Disclaimers are not required on items that do not reference the event or DoD elements; however, a prominently displayed disclaimer is required on the sponsor booth/area. Items that include any reference to the event and/or DoD are required to have a disclaimer or be prepared in a way that is clear from the wording that the sponsor has provided the items for congratulatory purposes.

2.6.6. Distribution of promotional materials as a benefit of sponsorship is not to be confused with commercial advertising brochures which may be made available by commercial vendors for casual pick-up at certain on-installation locations designated by the installation commander per DoDI 1344.07, *Personal Commercial Solicitation on DoD Installations*. FSS is not the OPR for requests to distribute. Requests to distribute will be directed through the MSG Commander to the Installation Commander.

2.6.7. Hospitality tents whereby a commercial concern, group, or individual may entertain select guests cannot be provided as a sponsor benefit; however, a sponsor may rent a tent, if reasonably available, IAW the provisions outlined in AFI 10-1004.

2.6.8. FSS MWR staff may sell sponsor products if they are provided as part of a sponsorship agreement connected with the event and the products involved are those the FSS MWR activity or program would normally sell (e.g., beverages, snacks, etc.).

2.7. Prize Registration

2.7.1. Sponsors may conduct registration for a prize drawing valued at less than \$20 at their booth. Prizes valued at more than \$20 must be accepted and distributed by the appropriate MWR NAFI to the winner vs. FSS. Signing up for drawings that capture personal information must include an opt-out option. If the registrant elects to “opt-out,” the individual must still be eligible for the prize.

2.7.2. Air Force personnel must refrain from actions or statements appearing to endorse the sponsor or the product demonstrated, displayed, or won as a prize. Limited ceremonial sponsor recognition by commanders and their representatives is permitted. Ceremonial recognition is verbal acknowledgment of sponsor support at the event involved. Sponsors may participate in ribbon cutting or prize awarding activities and pictures.

2.7.3. When the FSS MWR NAFI awards a prize, the recipient must sign for the item and provide their name, address, and social security number (SSN) for Internal Revenue Service (IRS) purposes. Information such as name, address, and SSN is Personally Identifiable Information (PII). When PII is requested, a Privacy Act Statement must be provided IAW AFI 33-332, *Privacy Act Program*. Additionally, the FSS representative will inform the recipient he/she will get an IRS Form 1099-Misc. for the fair market value of the item if total receipts from the NAFI equal or exceed current IRS limits for the year. Activities forward signed receipts, with the above information, to the NAF Accounting Office. SSNs are personal and unique to each individual. Protect them as FOR OFFICIAL USE ONLY (FOUO). See Training Aid NA-41, *Commercial Sponsorship Accounting Instructions*, available on the Air Force Portal for more information.

2.8. Sports Uniforms. When official sports team uniforms are provided as the result of a commercial sponsorship agreement and identifies the Air Force, a specific activity, event, or program, they may also identify the sponsor or its products with one of the following provisions: An announcer must read the official disclaimer to the audience at least once during any sporting event where the players wear such uniforms, or the activity must prominently post the disclaimer on conspicuous signs or include it on printed handouts, or the uniform must be printed with a message such as, “XYZ Salutes Air Force Sports.” Conversely, “XYZ Military Team” would not be acceptable.

2.9. Exclusivity.

2.9.1. Exclusivity pertains to limiting of sponsorship support from only one company for a particular product category, i.e., soft drink, airline, telecommunications, etc. A sponsor may be granted exclusive commercial sponsorship rights for a particular event or for a product category when such exclusivity:

2.9.1.1. Is consistent with the solicitation issued.

2.9.1.2. Is beneficial to both parties in an unsolicited sponsorship.

2.9.2. Exclusivity also applies to certain commercial concerns which have current business arrangements with AAFES and/or FSS or other Air Force entities. Commercial concerns include, but are not limited to, contracted banks and credit unions, academic institutions, telecommunication companies such as: Internet Service Providers (ISPs), cable companies, cell phone providers, phone cards, and leisure travel services. Exclusivity also applies to companies with products in the AFSVA Essential Products Program, e.g., coffee, various paper products, etc. Check with installation APF and NAF contracting and with AAFES to

identify any conflicts of interest with sponsorship proposals from these categories of companies/products prior to drawing up a CSA. In any case where doubt exists, forward proposals through MAJCOM/A1S to AFSVA/SVK for guidance.

2.9.3. IAW DoD 7000.14-R, Volume 5, 340404 E. and G., *Department of Defense Financial Management Regulations (FMRs)*, off-base financial institutions are not permitted to distribute competitive financial literature or forms on the installation if there is an on-base financial institution (bank or credit union). An on-installation financial institution (bank/credit union) declining an opportunity to sponsor a program does not authorize FSS to seek or accept sponsorship from an off-installation financial services provider. This is not a "First Right of Refusal" option. However, financial institutions which also provide other products/services are authorized to sponsor MWR programs providing their marketing and advertising is limited to products/services which do not compete with financial services provided by any on-installation financial institutions. (Include appropriate optional clauses in the Commercial Sponsorship Agreement provided at Attachment 2.) In a similar manner, DoDD 1344.7 and AF/DPDF Memo, Commercial Solicitation by Academic Institutions, provides that Academic Institutions (AIs) with a Memorandum of Understanding (MOU) with the installation have primary access to the base population. AIs without an MOU may not engage in personal solicitations or display competitive literature on the installation without the express written permission of the installation commander. Due to these stringent rules, a commercial sponsorship agreement with an off-installation AI or financial institution is not often possible. Contact AFSVA/SVK for additional information.

2.10. Endorsement Restrictions.

2.10.1. Sponsors may not be provided "official" product or service status (e.g., the "official soft drink" of an event).

2.10.2. Any reference implying endorsement is prohibited.

2.10.3. Do not allow the use of the Air Force insignia, the initials "USAF," the Air Force seal, the Air Force emblem, the Air Force FSS logo, Air Force Services logos, or any other reference to any part of the Federal Government as an incidental benefit to commercial sponsorship of an event.

2.11. Certification. The sponsor must certify, as stated in the CSA, that it will not charge any part of the Federal Government for its costs of providing sponsorship.

2.12. Ownership.

2.12.1. Use of a sponsor's or donor's property such as scoreboards, jumbotrons, and similar items which would enhance an event may be relinquished to a NAFI for specific periods of temporary use. These same items may be transferred to the NAFI permanently if the sponsor or donor relinquishes all ownership rights and so states in the CSA or offer letter. The sponsor identification and disclaimer must be of a size which is readable in the immediate area. The identification must be removable without defacing it if the item will become property of the NAFI following the term of the agreement.

2.12.2. If a sponsor offers property as a prize, the sponsor or other owner may maintain possession and ownership of the property pending an actual win or other qualifying action (such as a hole-in-one or similar event).

2.12.3. In any such case, the NAFI must have the sponsor's or owner's written agreement to relinquish ownership rights to the property in the event of a win or qualifying action.

2.13. Media

2.13.1. Media Agreements. A commercial sponsorship agreement which includes sponsor-provided electronic or print ads informing the public of an event open to the public may be approved at the installation PA and commander level. Media coverage will be outlined in sufficient detail for the approval authority to know the nature and appropriateness of the media coverage. The media outline will be attached to the sponsor agreement when it is presented for approval. A radio or TV station may do a series of live spots such as onsite interviews or brief vignettes from the event for the sole purpose of informing the public; such spots do not require broadcast rights.

2.13.2. Agreements concerning television and radio broadcast rights to MWR events, and pre-event publicity related thereto, must be coordinated with the Secretary of the Air Force Office of Public Affairs (SAF/PA) through appropriate installation/MAJCOM/A1S and PA channels.

2.13.3. MWR programs must coordinate the assignment or sale of television, movie, video, or radio rights with the Assistant Secretary of Defense for Public Affairs (OASD/PA) for inter-service events and SAF/PA for Air Force events. Submit requests through AFSVA/CC.

2.13.4. OASD/PA approval is required when a sponsor wants to record or broadcast an MWR event for its entertainment value. Examples would be the Air Force Boxing competition or a Tops In Blue performance being broadcast in contrast to normal media coverage of a newsworthy event. If a sponsor or station wants to record or broadcast the event for the entertainment value (and possibly profit from the broadcast of the event), then broadcast rights must be obtained as outlined.

2.14. Determining Sponsorship Values. Provide benefits to a sponsor commensurate with the budget off-set or enhancement provided to the MWRP (i.e., assess the value of in-kind advertising by standard rate tables and a hole-in-one prize equal to the cost of hole-in-one insurance).

2.15. Donations.

2.15.1. Donations offered to the NAFI may be accepted in support of bona fide MWR activity, events and programs IAW AFI 34-201. Approved templates are in [Attachment 4](#).

2.15.2. Donations may never be solicited.

2.15.3. Acknowledgement of donations is limited to one-time: mention in the appropriate base media, verbal thank you at the event, mention in event program, and/or a "donated by" name plate if applicable.

2.16. Authority to Advertise.

2.16.1. MWR activity, event, and program advertising is allowed in appropriate civilian media when events are open to the public as authorized in AFI 34-262, and they foster good community relations. Examples include, but are not limited to, concerts, athletic events, volksmarches, competitive runs, and those associated with American historical or traditional military events.

2.16.2. MWR activities will coordinate their intent to advertise with the installation PA Office prior to making any commitments with proposed media.

2.16.3. Open events must be infrequent (e.g., not weekly or monthly), and shall not directly compete with similar events offered in the local civilian community. However, FSS may permit advertising of an activity or program in civilian media when the activity is authorized as open to the general public with the concurrence of the local community as authorized in DoDI 1015.10, *Military MWR Programs*, Enclosures 2, 3, and 4. Advertising for open, continuous, or on-going activities like league bowling or daily golf will not have any pricing references to avoid any repercussions for civilian entities' perception of market competition. Advertising of one-time events like concerts, competitive runs, a single golf tournament, etc., may include admission, attendance, or participation fees as appropriate.

2.16.4. Advertising for open events will be funded with APFs IAW AFI 65-106, *Appropriated Fund Support of MWR and NAFIs*. However, NAFs may be used in cases when a bona fide MWR event has been opened to the public per appropriate procedures, where the advertising is purchased to increase overall attendance and can help preclude a financial loss to the specific FSS (MWR) activity conducting the event. In-kind advertising and funds designated for advertising provided under the commercial sponsorship policy may be used.

2.16.4.1. Resale activities, including exchange operations, will not advertise merchandise or sell state tax-free tobacco products and beverages during these events except for on-premises consumption. The sale of incidental items such as refreshments, hats, T-shirts, or installation memorabilia at open events is permitted.

2.16.5. Purchase of advertising will be accomplished in compliance with AFMAN 64-302, *Nonappropriated Fund Contracting Procedures*.

2.17. Accounting and Procedures for Handling Assets. Use the guidelines in AFSVA Program Training Aid NA-41, *Commercial Sponsorship Accounting Instructions*.

2.17.1. Monetary support for sponsorship is by check made payable to the installation MWR Fund or electronic transfer where processes are in place. Payment for advertising may be by currency, check, or credit card.

2.17.2. For capital assets, the sponsor must submit a letter transferring ownership to the NAFI. Expendable equipment, supplies, resale inventory, and prizes require documentation of their Fair Market Value (FMV) indicated in the Commercial Sponsorship Agreement. These items may be distributed by the NAFI to customers as prizes, premiums, awards, etc.

2.17.3. A sponsor may give premium-type items costing \$20 or less FMV directly to customers.

2.18. Reprisal. Installation commanders ensure commercial concerns which do not sponsor an event are not treated with disfavor and suffer no form of reprisal.

2.19. Record Keeping and Reporting.

2.19.1. Maintain sponsorship contracts for one year or until no longer needed for administrative, legal, audit, or other operational purposes.

2.19.2. The audit trail for reporting all commercial sponsorship, donations to the NAFI and sale of advertising is accomplished in the Commercial Sponsorship Management Software (CSMS) on the Services Agency Information System (SAIS).

2.19.2.1. Divide categories of support (cash, merchandise or in-kind services) into budget off-set and/or event enhancements. Event enhancements are items that were not budgeted for in the event plan. Summarize all support in the “Notes” section. Use the gifts and donations block to record tickets, cash and gifts, or services offered to the NAFI and accepted through the formal donation acceptance process.

2.19.3. Reporting is due quarterly on the calendar year. Installation commercial sponsorship program managers enter records for review by appropriate MAJCOM or higher headquarters. MAJCOM program manager may impose earlier reporting deadlines to allow for review and approval.

2.19.4. Continue reporting when MINIMIZE conditions exist.

Chapter 3

AUTHORITY TO SELL ADVERTISING

3.1. With installation commander approval, an FSS NAFI may sell space for commercial advertising in any media form produced for or by them (i. e., MWR) and funded by NAFs to include publications, printed or electronic signs, and web sites as these web sites target bona fide users and not the general public. NAFI media is bound by the same standards of propriety which apply to Commercial Enterprise Publications (CEPs). Do not duplicate or compete with existing CEPs (e.g., installation papers, guides, maps, etc.). Advertising sales will be coordinated with appropriate AAFES and servicing contracting office personnel to ensure that existing AAFES or APF business agreements are not compromised.

3.1.1. Advertising in NAFI funded media is based on reaching bona fide users in accordance with established patronage policies. The media must not be distributed off the installation except in mailings to authorized customers. Mailings are authorized only to patrons who have requested (agreed) to receive them.

3.2. Establishing an Advertising Program. The proposal to establish an advertising program will include benefits, a media inventory, rates, and targeted advertisers and forwarded to the installation commander for approval.

3.3. Publicize Advertising Opportunities. A notice will be placed in local media or other appropriate channels announcing the availability of advertising opportunities. Letters to individual businesses or other prospects may be sent at the discretion of the installation commander.

3.4. Advertising Standards.

3.4.1. The percentage of total advertising space versus FSS information space in print and non-print media must not exceed 40 percent. The percentage of total advertising space versus FSS information as it pertains to banner/signage sales is 3-to-1 (i.e., one (1) FSS banner displayed for every three (3) banners/signs 'sold').

3.4.2. **Each advertisement must include the following approved disclaimer, "Paid Ad.** No Federal endorsement of advertiser(s) intended." If the advertiser is another Federal entity (i.e., AAFES), the approved disclaimer is, "Paid Ad." If multiple advertisements are grouped on one page of the print media, one prominent disclaimer is sufficient. Disclaimers must be of a type size equal to ad text type or larger. Web ads with a hyperlink to an advertiser's site must include the approved exit notice referenced in paragraph **2.3.4.4.** of this AFI.

3.4.3. Pop-up ads are not permitted on web sites.

3.4.4. Document terms of the agreement using the Advertising Purchase Order at Attachment 3.

3.4.5. Commercial advertising is prohibited on Armed Forces Radio and Television Service (AFRTS), American Forces Network (AFN), local commander's channels, or any APF electronic or other media. Recognition of sponsors under the Commercial Sponsorship Program is allowed but limited to name recognition. (See AFI 33-129)

3.5. Installation Standards. Prominent advertising and outdoor displays (e.g., fence signs, electronic billboards, or scoreboards) must comply with Unified Facilities Criteria (UFC) 3-120-01, *Air Force Sign Standard*, and MAJCOM installation signage standards along with other applicable design, safety, and engineering standards. Approval by the installation commander is also required. Advertising on walls, fences, etc., must be uniform in size and in proportion to the area in question. MWR communiqués must remain throughout any advertising presence.

3.6. Ethical Standards. Advertising must not promote products, use of products, or behavior which has an adverse effect on successful Air Force mission performance and preservation of loyalty, morale, and discipline. Alcohol and tobacco products advertising are prohibited. Advertising will not contain anything illegal or contrary to DoD or Air Force instructions (e.g., discrimination, soliciting membership in private groups, endorsement of political positions, or games of chance). Advertising will not be accepted from any establishments placed “off limits” by installation commanders.

3.7. Truth in Lending. Applicable “truth in lending” statutes will be complied with. Consult with the local Staff Judge Advocate.

3.8. Contracted Advertising.

3.8.1. Activity programs and the MWR may benefit from an advertising platform (e.g., scoring system, flat panel monitor, kiosk, etc., or the rights to display space in an FSS MWR facility). To initiate a venture, the activity must coordinate with their local NAF Contracting Office to ensure all interested vendors have an opportunity to provide a proposal. Agreements for such ventures are executed by NAF contracting.

3.8.2. Unsolicited offers to provide a platform, in exchange for rights to ad sales or offer to display in FSS MWR facility, must be noted as such in an official Memo for Record (MR). Offers may be negotiated to comply with advertising standards and accepted. Agreements will include MWR rights to: retain 25% of the ad space for MWR messaging and allow for sponsor recognition at appropriate times. Agreements may be written to include a percentage of sales.

3.8.3. Marketing must provide oversight with regard to ad specs, percentage of messaging, approval of all ad content to include disclaimers prior to completion of sale and posting. The Activity Manager ensures location, installation, and maintenance.

3.9. Free Media.

3.9.1. Voluntarily initiated media such as discount coupon booklets and golf score cards, which are developed and offered free of charge by commercial concerns, may be accepted by FSS for MWR activities provided:

3.9.2. Media is developed by the commercial concern entirely, with no input or assistance (except providing information for golf course diagram, etc.), written agreements, or endorsements from Air Force FSS MWR personnel. Air Force personnel are prohibited from writing letters of introduction or otherwise endorsing agents or brokers who market such advertising space in these products to commercial businesses. Letters accepting proposals are permitted, but such letters cannot be used by vendors as endorsements or means of introduction to prospective advertisers.

3.9.3. Items must be distributed by the commercial concern to the installation or activity with no commitments other than making them available for casual pick up, and the understanding other commercial concerns may, in fact, provide similar services, and they may also be accepted by the installation or activity.

3.9.4. Items must include a disclaimer stating, "Not printed at government expense. No Federal endorsement of advertiser(s) intended."

3.9.5. Mention of FSS MWR activities on free issue items such as golf score cards and activity calendars is acceptable since they are used primarily in or at the activity receiving them. They may be made available for casual pick up on installations, but they are primarily for use at off-installation establishments; therefore, advertising by FSS is not permitted. Marketing of coupon cards as "XYZ Air Force Base Military Community Savings Cards" or other FSS MWR or Air Force-related terminology is not authorized. Also, any form of free issue or discount coupon books made available on the installation will not advertise competitors of FSS MWR and AAFES resale activities.

DARRELL D. JONES
Lieutenant General, USAF
DCS, Manpower, Personnel and Services

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

AFI 10-1004, *Conducting Air Force Open Houses*, 18 February 2010

AFI 33-129, *Web Management and Internet Use*, 3 February 2005

AFI 33-332, *Privacy Act Program*, 29 January 2004

AFI 34-104, *Services Marketing and Publicity Program*, 25 July 1994

AFI 34-201, *Use of Nonappropriated Funds (NAFs)*, 17 June 2002

AFI 34-209, *Nonappropriated Fund Financial Management and Accounting*, 10 January 2005

AFI 34-223, *Private Organizations (PO) Program*, 8 March 2007

AFI 34-262, *Services Programs and Use Eligibility*, 27 June 2002

AFI 51-601, *Gifts to the Department of the Air Force*, 26 November 2003

AFI 65-106, *Appropriated Fund Support of Morale, Welfare, and Recreation (MWR) and Nonappropriated Fund Instrumentalities (NAFIs)*, 6 May 2009

AFMAN 33-363, *Management of Records*, 1 March 2008

AFMAN 34-214, *Procedures for NAF Financial Management and Accounting*, 14 February 2006

AFMAN 64-302, *Nonappropriated Fund Contracting Procedures*, 3 November 2000

UFC 3-120-01, *Air Force Sign Standard*, 6 February 2003

DoDI 1015.10, *Military Morale, Welfare, and Recreation (MWR) Programs*, 6 July 2009

DoD 7000.14R, *Department of Defense Financial Management Regulations (FMRs)*, 17 September 2007

DoDI 1344.7, *Personal Commercial Solicitation on DoD Installations*, 30 March 2006

Prescribed Forms

None

Adopted Forms

AF Form 847, *Recommendation for Change of Publication*

IRS Form 1099, *MISC, Miscellaneous Income*

OGE Form 450, *Confidential Financial Disclosure Report*

Abbreviations and Acronyms

AAFES—Army and Air Force Exchange Service

AFN—American Forces Network

AFPD—Air Force Policy Directive

AFRTS—Armed Forces Radio and Television Service

AFSVA—Air Force Services Agency

AI—Academic Institution

APF—Appropriated Funds

CEP—Commercial Enterprise Publication

CSA—Commercial Sponsorship Agreement

CSMS—Commercial Sponsorship Management Software

DeCA—Defense Commissary Agency

DoD—Department of Defense

FBO—Fed Biz Opps

FMV—Fair Market Value

FOUO—For Official Use Only

FSS—Force Support Squadron

HQ USAF/A1S—Headquarters Air Force, Director of Services, DCS/Manpower, Personnel and Services

AFSVA/SVK—Headquarters Air Force Services Agency, Strategic Marketing, Research and Analysis Branch

IAW—In Accordance With

IRS—Internal Revenue Service

ISP—Internet Service Providers

MAJCOM—Major Command

MOU—Memorandum of Understanding

MR—Memo for Record

MSG—Mission Support Group

MWR—Morale, Welfare and Recreation

NAF—Nonappropriated Funds

NAF AO—Nonappropriated Fund Accounting Office

NAFI—Nonappropriated Fund Instrumentality

OASD/PA—Assistant Secretary of Defense for Public Affairs

OGE—Office of Government Ethics

OPR—Office of Primary Responsibility

PA—Public Affairs (Air Force)

PII—Personally Identifiable Information

POC—Point of Contact

RDS—Records Disposition Schedule

SAF/PA—Secretary of the Air Force office of Public Affairs

SAIS—Services Agency Information System

SSN—Social Security Number

UFC—Unified Facilities Criteria

US—United States

VC—Vice Commander

Terms

Cash or In—Kind Support—Cash or products or services, which directly save or offset the original planned and budgeted expenses for an event. The Commercial Sponsorship Program permits recognition of sponsor cash or in-kind support.

Commercial Sponsorship—Commercial Sponsorship is the act of providing assistance, funding, goods, equipment or services to support MWR activities, events or programs, by an individual, company or other entity (sponsor) for a specific limited time period, in return for public recognition or advertising promotions.

Cross—Marketing—Providing a location in addition to those at an event for sponsor product display and/or marketing. In the Air Force, potential locations are the BX and Commissary.

Disclaimer—The following statement: “No federal endorsement of sponsor(s) intended.”

First Right of Refusal— A current sponsor has first rights of refusal for product category for subsequent same activity, event, or program. If sponsorship requirements or benefits change/increase, the current sponsor has first option on providing support. If current sponsor declines option, a competing sponsor can be accepted. If a competing sponsor provides a better offer, the current sponsor has the option to match or exceed it. If current sponsor opts to match, the competing sponsor offer is declined.

Gifts and Donations—Gifts and donations, governed by AFI 34-201 are different from commercial sponsorship. Gifts and donations can be made by any individual or entity to any Air Force NAFI. Donors do not receive public recognition or favored treatment from any part of the DoD except as authorized in AFI 34-201.

Open Houses—Open houses are primarily public affairs community relations programs designed to educate the public about the military mission of the Air Force and the installation, not to be confused with an FSS activity, event, or program that has been approved to include members of the general public. (See AFI 34-262, Table A2.2, Priority 26.) FSS may use NAF resources including commercial sponsorship to help fund recreational events/activities and entertainment held in conjunction with the open house. Details are provided for in AFI 10-1004, Chapter 5, Services and Funding Source Guide, [Attachment 4](#).

Passive Displays—Sponsor product displays at an event or other location in conjunction with a sponsored event during the event. These displays may include product demonstrations and informational brochures for participant examination and pick-up. Sponsor representatives may

be present at displays, hand out materials, and sign up participants for additional information or free services, provided there is no active selling, discriminatory registering, and/or awarding of free prizes, or any other financial transactions.

Private Organizations—Spouses' clubs, aquatic clubs, and other chartered special interest groups. These are not eligible for the Commercial Sponsorship Program. Joint management/sponsorship of private organizations' activities in order to extend the sponsorship benefits to them is not permitted. They can be beneficiaries of gifts and donations.

Product Category Exclusivity—Limiting sponsors in various product categories (e.g., one soft drink, one airline, etc.).

Solicitation—The formal request for offers of sponsorship that is mailed to potential sponsors. It eventually becomes the basis for the agreement between the sponsor and the applicable Air Force NAFL. The solicitation and resulting agreement must be reviewed by legal and procurement personnel prior to final acceptance.

Solicited Sponsorship—Where the Air Force submits notice of sponsorship availability for a specific event to Fed Biz Opps or other published means intended to reach the appropriate business market, prepares and disseminates a formal solicitation and then negotiates with responding potential sponsors (e.g., AFSVA-solicited sponsorship for Tops In Blue).

Sponsor Recognition—The reproducing of the sponsor(s) name or logos and themes on MWR event promotional materials. No advertising is permitted on NAF-funded materials. Disclaimers are required.

Unsolicited Sponsorship—Where the sponsor makes the first contact and offers sponsorship based on general knowledge, hearsay, or third-party reference as to the availability of an MWR event and the opportunity to sponsor same.

Attachment 2

STANDARD COMMERCIAL SPONSORSHIP AGREEMENT

Sponsorship Agreement # _____

1. This is a commercial sponsorship agreement describing the responsibilities of the participants for sponsorship support and recognition between the Morale, Welfare and Recreation (MWR) Fund at _____, a nonappropriated fund instrumentality (NAFI) of the Air Force, and the sponsor identified below.

2. The above-named NAFI plans to conduct _____
at _____
_____ on _____.

3. The activity responsible for inspection and acceptance of the sponsorship provided under this agreement is _____
_____.

4. The sponsor and person representing the sponsor are as follows:
(Sponsor company name, and contact information) _____

5. Sponsor will provide financial and/or in-kind sponsorship support for the activity, event, or program and receive recognition and limited advertising privileges prior to and during this event. The sponsor will furnish the following at the dollar values indicated to the NAFI under the terms and conditions of this agreement:

6. The terms of this agreement are in effect from _____ to _____.

7. The NAFI will provide the following recognition, advertising, and other benefits to/for the sponsor:

8. Total value of the sponsorship is _____. Sponsor will make any checks payable to, and deliver them and any in-kind sponsorship to, the NAFI by _____ at _____.

9. Terms of Understanding. Additional terms of this agreement are outlined below and the parties, by their signatures, certify their understanding and agreement to the following:

- a. The sponsor will relinquish all ownership rights to any cash or other property provided (unless there are no-cost lease provisions noted in paragraph 5) and will not charge any costs of sponsorship to any part of the Federal Government. Sponsorship provided is for the activity, event, or program sponsored; however, the sponsor agrees any cash or property left over may be redirected to other programs as determined by the _____ (e.g., MAJCOM/A1S, FSS Commander, Civilian Director, as appropriate/applicable).
- b. The sponsor will not use the insignia of the U.S. Air Force, including the initials "USAF," or the seal, emblem, or any other reference to any part of the Federal Government as an incidental benefit of this sponsorship. The sponsor may not prepare materials incorporating its name into the title of the event.
- c. The sponsor and applicable FSS unit will include or add the official disclaimer "No Federal endorsement of sponsor(s) intended" to all recognition/advertising media and other promotional materials produced and provided in connection with the event which references the sponsor to avoid the appearance of Federal endorsement. The sponsor will not use any reference to being an "official" vendor, product, or service of the sponsored event or any part of the Federal Government (e.g., "The official soft drink of the tournament"). Any reference implying endorsement is prohibited.
- d. The sponsor will submit examples of all sponsor-provided recognition/advertising media, including samples of promotional items for prior review and approval in advance of the event, on _____ to allow for review for conformance with Air Force guidelines for promoting and conducting the event. The sponsor will not use its sponsorship in any advertising not addressed in this agreement without written permission from appropriate approval authority.
- e. This agreement does not provide any television, radio, movie, or video recording or resale rights without prior written approval of the Secretary of the Air Force Office of Public Affairs (SAF/PA).
- f. Recognition/publicity of the sponsor will be limited to those actions specifically authorized in this agreement. The sponsor may not be given any special concessions or other favored treatment beyond what is outlined in this written agreement.
- g. The sponsor will not distribute to military personnel or other participants any premiums, samples, or giveaways with a retail value in excess of \$20 per person (no alcohol or tobacco samples regardless of retail value). Any items valued over \$20 must be transferred to the _____ MWR Fund and distributed by the NAFI.
- h. No assignment by the sponsor, assigning its rights or delegating its obligations under this agreement, will be effective and binding on the NAFI until the written terms of the assignment have been approved in writing by the NAFI representative.
- i. No party will be responsible for events beyond its reasonable control, such as acts of God, weather delays, events of national emergency, etc. If the event is postponed due to one of the

above, it may be rescheduled or cancelled at the discretion of the NAFI. If the event is rescheduled, the terms of this agreement will only extend to the revised event if agreed to by both parties hereto.

j. This agreement may be terminated by mutual agreement of the parties at any time, and it may be amended by written agreement of the parties and approval by the approval/acceptance authority.

k. The sponsor agrees to allow pictures and narrative descriptions of its sponsorship support to be published for the purpose of informing the public of its support and to illustrate sponsorship recognition in materials publicizing the commercial sponsorship program to other prospective sponsors.

Sponsor and NAFI Representative (*Include titles and signature line*)

Approval/Acceptance Authority (*Include titles and signature line*)

OPTIONAL CLAUSES

The following are approved optional clauses. Any changes to the agreement format or optional clauses require prior AFSVA/SVK approval.

Optional Clause

The alcohol or tobacco product sponsor named in this agreement certifies it has sponsored similar events in a civilian community and the offered sponsorship will include the use of responsible consumption materials and Surgeon General's warnings. Similar events were conducted as follows:

_____ (Date) _____ (Event) _____ (Location) _____.

Optional Clause

The sponsor named in this agreement certifies it will not promote any financial services which compete with the on-installation financial institution(s).

Optional Clause

The NAFI will also provide an after-action report to include exposure, media coverage, and any appropriate statistical information within _____ days after event.

Optional Clause

The sponsor will be granted the first right of refusal for any similar activity, event, or program within the next year. The first right of refusal entitles the current sponsor to match, or exceed, a proposal made by a third party seeking sponsorship of the event. The current sponsor may elect not to exercise this first right of refusal. If the current sponsor does not match or exceed the bona fide offer of the third party, the sponsorship rights may be awarded to the third party.

Optional Clause

The sponsor shall indemnify, hold and save harmless, and defend the NAFI, its outlets and customers from any liability, claimed or established for violation or infringement of any patent, copyright, or trade-mark rights asserted by any third party with respect to goods or services provided as sponsorship. The sponsor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of goods or services provided as sponsorship, except for such claims or damages caused by, or resulting from the negligence of NAFI customers, employees, agents, or representatives. Also, the sponsor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits, claims, charges, and expenses which arise out of acts or omissions of the sponsor, its agents, representatives, or employees.

Optional Clause

In the event either party fails to perform or endangers performance of any element of this agreement, the other party may terminate this agreement for default. In the event of a default termination, the party at fault will be responsible for reimbursing the other party for any costs expended by the party not responsible for the default in anticipation of good-faith performance. Reputation and good will are not basis for damages. If one party disputes the reasons for default or the damages associated with a default termination, the parties will participate in arbitration by a neutral third party. The party at fault for the default will bear the costs for the arbitration. The arbitration will be binding on the parties and there may be no appeal to any other forum of the decision of the arbitrator. Mediation may also be entered upon mutual agreement.

Optional Clause

The NAFI may terminate for convenience if military necessity or other factors beyond the control of the NAFI necessitate cancellation of the activity, event, or program. In the case of a termination for convenience, the NAFI will reimburse the other party only for direct expenses paid by the other party up to the time of receipt of notice of termination for convenience. The NAFI will not be responsible for any additional costs in the event of a termination for convenience. The sponsor will have the funds or property provided returned if the event is cancelled or delayed, or at the option of the NAFI, will be accorded the sponsor recognition described above if and when the activity, event, or program is subsequently rescheduled and conducted.

Optional Clause

The sponsor will be afforded the opportunity to rent a hospitality tent (subject to availability) if they are an approved element of the Air Force Open House plan. The fee will be determined by the size and location of the tent in addition to any services provided to accommodate guests (e.g., catered food and beverage, tables, chairs, lighting and comfort stations, etc.). Details will be provided in attached Addendum.

Attachment 3

ADVERTISING PURCHASE ORDER

Purchase Order for NAFI Advertising

Name of Company/Advertiser:

Company Representative:

Mailing/Billing Address:

(All ads must be prepaid)

Phone/Fax/Email:

NAFI edition or product for placement of advertising:

*(Type title of pub, location of sign, etc.)*Publication date(s): _____ Number, frequency, or duration of
ad: _____

Description/size of ad:

(color/b&w, full, 1/2, 1/4 page, vert, horiz, sq., bleed/non/bleed, spot color, etc.)

Special instructions:

Materials from advertiser:

(Camera ready artwork, disks, etc.)

Applicable deadlines:

Ad Rate: _____ Any discounts: _____ Design charge/Other: _____
(For design, etc.)

Total cost: _____ Method of payment: _____
(Charge card type/number, check number)

Payment accepted by: _____
(Print Name) (Initials)

Acceptance and publication of advertising does not constitute endorsement by the United States Air Force or its instrumentalities. All ads submitted to the NAFI will contain a disclaimer, or have one added, to state "Paid Ad. No Federal endorsement of advertiser intended." The NAFI reserves the right to reject advertising that in the opinion of the NAFI is unsuitable.

The NAFI accepts and places this ad with the explicit understanding that the advertiser providing same is authorized to use the entire contents and subject matter thereof. This sale is subject to provisions of AFSVA Advertising Policy, Air Force Instruction 34-108, *Air Force Commercial Sponsorship Program*.

Order placed by:

Advertiser: _____
(Please Print Name)

(Signature) (Date)

Attachment 4**SAMPLE OFFER ACCEPTANCE TEMPLATES****EVENT TICKETS OFFER TO AN AF NAFI:**

Name of Offer

Address

Date:

Appropriate AF Installation or other Commander

Address

To Whom It May Concern:

(I hereby offer to give) (The XYZ Company) hereby offers to give), free and clear of all encumbrances, the following described tickets/passes to the (Name of NAFI, e.g., Randolph AFB MWR Fund), a nonappropriated fund instrumentality of the United States Government, for distribution to Air Force military members and other authorized Morale, Welfare, and Recreation Program patrons and their family members, as appropriate, at (Name of Installation).

Description of Tickets/Passes: (Example) football tickets, concert tickets, rodeo passes)**Face value (\$ cost) of each Ticket/Pass:** \$_____**Number of Tickets/Passes provided:** _____

Total value of donated Tickets/Passes: \$_____

I certify that the value of this gift will not be charged to any Government contract and all ownership rights to the gifted items will be relinquished if accepted. I also understand that (neither my business nor I will) (I will not) receive any special favors or treatment as a result of this gift.

If any additional information is needed, please contact me at (phone number and email address.)

(Name of Person making the offer and signature)

Note: The format can be modified as desired by the offeror; however, the essential elements in the body of the offer must be included.

Note: If the Offer of Gift is from a corporation, replace the above signature element and add the following Attestation clause and signature element for the individual (officer of the corporation) signing the offer on behalf of the corporation. The Certificate should then follow after the signature block.

IN WITNESS WHEREOF the (Name of Corporation) has caused this instrument to be executed by [Name of person signing and office held (President/Vice-President, etc.) for and on behalf of (Name of Corporation), this _____ day of _____, 20XX.

(Example: XYZ Corporation)_____

By

(Name of person signing the offer)_____

(Title, e.g., President/Vice-President)_____

(Signature)

CERTIFICATE:

I, (Name of Corporate Secretary or other officer-but cannot be the same person who signed the Offer of Gift), certify that I am the (Title of Officer) of (Name of Corporation,) a corporation, that (Name of person signing Offer of Gift), the individual signing the Offer of Gift, dated _____ 20XX, on behalf of the corporation, is the (President/Vice-President/Other Office held) of the (Name of Corporation,) and that said Offer of Gift was duly signed for and on behalf of said corporation by authority of its governing body and the making of this gift is within the scope of its corporate powers.

(Date)_____

(Name)_____

(Signature)

Corporate Seal (If Available)

OFFER OF GIFT TO AN AF NAFI BY AN INDIVIDUAL

Name of Offer or Gift
Address

Date:

Appropriate AF Installation or other Commander
Address

To Whom It May Concern:

I, (Name) the owner of the property listed below, do hereby voluntarily offer to give said property free and clear of all encumbrances, to the (Name of NAFI, e.g., Randolph AFB Morale, Welfare, and Recreation Fund (MWRP), a nonappropriated fund instrumentality (NAFI) of the United States Government, (insert conditions imposed on the donation/gift, for example - for the use and enjoyment of Air Force military members and other authorized MWR program patrons, as appropriate), at (Name of stateside Installation, Name of Installation in the AOR, description of geographic area, etc.).

(Description of Property) [Examples: Cash in the total amount of \$_____.
A Total Fitness Gym System, 15 sets of golf clubs, 1000 golf balls, 50 bowling balls, 50 tennis rackets, 100 American flags, etc.], for a total donation/gift valued at \$_____.

I certify that the value of this donation will not be charged to any Government contract and all ownership rights to the gifted items will be relinquished if accepted. I also understand that I will not receive any special favors or treatment as a result of this gift.

If any additional information is needed, please contact me at (phone number) or (email address).

(Name and Signature of Offeror)

OFFER OF GIFT TO AN AIR FORCE NAFI BY A CORPORATION

Name of Offer or Gift

Address

Date:

Appropriate AF Installation or other Commander

Address

To Whom It May Concern:

The XYZ Company Inc., a corporation, the owner of the property described below, acting by and through (Name of Corporate Officer Signing), (The President), (One of its Vice Presidents, etc.), does hereby voluntarily offer to give the following described property free and clear of all encumbrances, to the (Name of NAFI, e.g., Randolph AFB Morale, Welfare, and Recreation Fund (MWRP), a nonappropriated fund instrumentality (NAFI) of the United States Government, (insert conditions imposed on the donation/gift, for example - for the use and enjoyment of Air Force military members and other authorized MWR program patrons, as appropriate), at (Name of stateside Installation, Name of Installation in the AOR, description of geographic area).

(Description of Property) [Examples: Cash in the total amount of \$_____.

A Total Fitness Gym System, 15 sets of golf clubs, 1000 golf balls, 50 bowling balls, 50 tennis rackets, 100 American flags, etc.], for a total donation/gift valued at \$_____.

I certify that the value of this donation will not be charged to any Government contract and all ownership rights to the gifted items will be relinquished if accepted. I also understand that neither the corporation nor I will receive any special favors or treatment as a result of this gift.

If any additional information is needed, please contact me at (phone number) or (email address).

IN WITNESS WHEREOF (Name of Corporation,) has caused this instrument to be executed by [Name of person signing and office held (President/Vice-President, etc.) for and on behalf of (Name of Corporation), this _____ day of _____, 20XX.

(Example: XYZ Corporation)_____

By

(Name of person signing the offer)_____

(Title, e.g., President/Vice-President)

(Signature)

CERTIFICATE:

I, (Name of Corporate Secretary or other officer-but cannot be the same person who signed the Offer of Gift), certify that I am the (Title of Officer) of (Name of Corporation), a corporation, that (Name of person signing Offer of Gift), the individual signing the Offer of Gift, dated _____20XX, on behalf of the corporation, is the (President/Vice-President/Other Office held) of the (Name of Corporation,) and that said Offer of Gift was duly signed for and on behalf of said corporation by authority of its governing body and the making of this gift is within the scope of its corporate powers.

(Date)_____ (Name)_____

Corporate Seal (If Available)

**LETTER OF ACCEPTANCE OF GIFT TO AN AF NAFI
(Individual or Corporate Donor)**

Date:

Name of Appropriate Commander/Acceptance Authority
Address

Name of Offeror
Address

Dear (Mr. or Mrs.) (Name of Offeror):

I have received your (Date/Month/Year) offer of gift, to the (Name of NAFI, e.g., Randolph AFB MWR Fund), a nonappropriated fund instrumentality of the United States Government, by which you (or if the donor is a corporation insert - by which you on behalf of the (Name of corporation or company) offered to give (description of donated personal property or funding provided) (state conditions imposed on gift; for example, \$10,000 to the XYZ AFB MWRF to be used to support youth sports programs for all eligible patrons at Name of Installation).

Thank you for this kind offer and for supporting our military community. I hereby accept this gift to the (Name of NAFI). Your generous gift will be used in accordance with the conditions expressed in your offer.

Sincerely

(Signature block of accepting authority)

Note: The format can be modified as desired by the acceptance authority; however, the essential elements in the body of the acceptance letter must be included.